

E 2878580 B 6304 P 715-717
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/08/2015 01:40 PM
FEE \$0.00 Pgs: 3
DEF R/T REC'D FOR CENTERVILLE CITY

WHEN RECORDED, MAIL TO:

Centerville City
Attn: City Recorder
250 North Main
Centerville, Utah 84014

RETURNED
JUL 08 2015

Affects Parcel No.: 07-072-0163

PUBLIC SIDEWALK AND SLOPE EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, **CHRISTOPHER A. CUTLER AND HERMILA A. CUTLER, TRUSTEES OR SUCCESSOR TRUSTEES OF THE CHRISTOPHER A. CUTLER FAMILY REVOCABLE TRUST, DATED SEPTEMBER 3, 1997**, hereby grant, convey, sell and set over unto **CENTERVILLE CITY**, a municipal corporation of the State of Utah, as Grantee, its successors, assigns, licensees and franchisees, a perpetual two foot (2') wide sidewalk easement and a perpetual ten foot (10') wide slope easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace public sidewalk and slope improvements and facilities, hereinafter called the "Facilities," said sidewalk and slope easement being situated in Davis County, State of Utah, over and through a parcel of Grantors' land, which easement is more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference.

To have and to hold the same unto said Grantee, its successors and assigns, perpetually, with right of ingress and egress in said Grantee, its officers, employees, agents, contractors and assigns to enter upon the above described property with such equipment as is necessary to install, construct, maintain, operate, repair, inspect, protect, remove and replace said Facilities. During construction periods, Grantee and its contractors may use such portions of the property along and adjacent to said sidewalk and slope easement as may be reasonably necessary in connection with the construction or repair of the Facilities. The contractor performing the work shall restore all property, through which the work traverses to as near its original condition as is reasonably possible. Grantors shall have the right to use said premises except for the purpose for which the sidewalk and slope easement is granted to the Grantee, provided such use shall not interfere with the Facilities, or with Grantee's use thereof, or any other rights provided to the Grantee hereunder.

Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said sidewalk and slope easement, nor change the slope or contour thereof, without the written consent of Grantee. This sidewalk and slope easement shall run with the land and shall be binding upon and inure to the benefit of the Grantors and Grantee and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this sidewalk and slope easement this 6 day of July, 2015.

"GRANTORS"
CHRISTOPHER A. CUTLER FAMILY
REVOCABLE FAMILY TRUST, DATED
SEPTEMBER 3, 1997

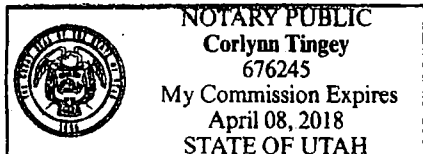
Christopher A. Cutler
Christopher A. Cutler, Trustee

Hermila A. Cutler
Hermila A. Cutler, Trustee

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the 6th day of July, 2015, personally appeared before me **CHRISTOPHER A. CUTLER AND HERMILA A. CUTLER, TRUSTEES OR SUCCESSOR TRUSTEES OF THE CHRISTOPHER A. CUTLER FAMILY REVOCABLE TRUST, DATED SEPTEMBER 3, 1997**, who being by me duly sworn, did acknowledge that they are the Trustees of the Christopher A. Cutler Family Revocable Trust, owner of the Property referred to in the foregoing instrument, and that they executed the same as authorized Trustees of the Trust.



Corlynn Tingey
Notary Public

My Commission Expires:
04-08-18

Residing at:
Centerville, UT

Accepted for Recordation by Centerville City:

Marsha L. Morrow
Marsha L. Morrow, City Recorder

July 8, 2015
Date

Exhibit A

Legal Description of Sidewalk Easement

A perpetual easement, upon part of an entire tract of property, situate in the SW1/4 of Section 31, T.3 N., R.1 E., S.L.B.& M., in Davis County, Utah, for the purpose of constructing and maintaining thereon a sidewalk. The boundaries of said part of an entire tract are described as follows:

Beginning at a point on the northerly boundary line of said entire tract said point is S. 1°04'10" E. 222.69 feet along the Quarter Section Line and S. 89°13'20" W. 2235.70 feet from the Center Quarter Corner of said Section 31, and running thence S. 0°07'48" W. 162.38 feet to the southerly line of said entire tract; thence N. 89°28'56" W. 1.88 feet along said southerly line to the southwest corner of said entire tract; thence N. 0°11'27" E. 162.34 feet along the westerly boundary line and easterly frontage road right of way line to the northwest corner of said entire tract; thence N. 89°13'20" E. 1.71 feet along said northerly boundary line to the point of beginning. The above described part of an entire tract contains 291 square feet or 0.007 acre.

Legal Description of Slope Easement

A perpetual fill slope easement, upon part of an entire tract of property, situate in the SW1/4 of Section 31, T.3 N., R.1 E., S.L.B.& M., in Davis County, Utah, for the purpose of constructing and maintaining thereon blending slopes incident to a sidewalk project. The boundaries of said part of an entire tract are described as follows:

Beginning at a point on the northerly boundary line of said entire tract said point is S. 1°04'10" E. 222.69 feet along the Quarter Section Line and S. 89°13'20" W. 2235.70 feet from the Center Quarter Corner of said Section 31, and running thence N. 89°13'20" E. 10.00 feet along said northerly line of said entire tract; thence S. 0°07'48" W. 162.60 feet to the southerly boundary line of said entire tract; thence N. 89°28'56" W. 10.00 feet along said southerly boundary line; thence N. 0°07'48" E. 162.38 feet to the point of beginning. The above described part of an entire tract contains 1,625 square feet or 0.037 acre.